94116671

| | MORTGAGE | | |
|--|--|--|---|
| THIS MORTGAGE ("Security Instrument") I | is given on JANUARY 28,1994 RXRARRIRRAR SUZETTE D. RU | . The Mortgagor is | - F 00. |
| AS HUSBAND AND WIFE | | | ("Borrower"). |
| is Security instrument is given to FIRST O | | LLINOIS, N.A. | |
| itch is organized and existing under the laws of 325 N. MILWAUKEE AVE | UNITED STATES OF AMERIC LIBERTYVILLE, IL 6 | | and whose address is: ("Lender"). |
| rrower owes Lender the principal sum of ON | E HUNDRED THIRTY ONE THOUS | AND AND NO/100 | |
| this Security Instrument (Note"), which provided the MARCH 1,2024. The Note, with Interest, and a transvals, extensivanced under paragraph 7 to project the securements under this Security Instrument and under the following described property located. | ils Security instrument secures to Lende sions and modifications of the Note; (b urity of this Security Instrument; and (c) if the Note, For this purpose, Borrower | r: (a) the repayment of the the payment of all other the performance of Born | no debt evidenced by or sums, with interest, ower's covenants and |
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| nich has the address of1725_WALTERS | (Bireet) | 94116671 | 00 02/04/94 10:52 94-11-671 RECORDER |
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THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by

jurisdiction to constitute a uniform security instrument covering real property.

HLLINOIS timple family Famile Mee/Freedie Mce UNIFORM INSTRUMENT LOAD ID: 0000722571, 93111172 (pag

(page 1 of 4 pages) Borrowers Must initial QC Silver France

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Any amounts disbursed by Londor under this paragraph / shall become additional debt of Horrower secured by this Security

Instrument, Unless Borrower and Lender agree to other forms of payment, these amounts shall bear interest from the date of

disbursoment at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower requesting payment.

8. Mortgage Insurance. If Londor required mortgage insurance as a condition of making the town secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or coases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance promium being paid by florrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance, Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9, Inspection, Londor or its agent may make reasonable entries upon and inspections of the Property. Londor shall give Borrower

notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property Immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument Immediately before no taking, unless Borrower and Londer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the telling, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is loss than the arricunt of the sums secured immediately before the taking, unless Borrower and Londer otherwise agree in writing or unless applicable the otherwise provides, the proceeds shall be applied to the sums secured by this Security Institument whether or not the sums are than due,

If the Property is abandoned by Bigrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrowr Hills to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

instrument, whether or not then due.

Unless Lender and Borrower otherwise $ac_i \epsilon_i$ in writing, any application of proceeds to principal shall not extend or postpone the due

date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrow's or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any damand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy star not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Hability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assign; of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, moult, forbear or make any accommodations with regard to the

terms of this Security Instrument or the Note without that Borrower's consum-

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount news; any to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note,

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be

deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given office without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Florrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londer exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument, if Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security

Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate, if Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any detault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no accoleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17,

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the

address to which payments should be made. The notice will also contain any other information required by applicable law,

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IIFORM COVENANTS. Bor own in Linder covenies and agree and flows: UNIFORM COVENANTS, Borlow

interest on the debt evidenced by the Note and any prophyment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Horrower shall pay to Lender on the day monthly payments we due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, il uny; (c) yourly mazard or proporty insurance promiums; (d) yourly flood frictaince promiums, it any; (e) yourly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Londer, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in amount not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, it so, I ender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or exhermise in accordance with applicable law,

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender shall apply the Funds to pay the Escrew Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Londor pays Borrower Interest on the Funds and applicable law permits Londor to make such a charge. However, Londor may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unloss applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds, alrowing credits and dobits to the Funds and the purpose for which each dobit to the Funds was made. The Funds are pledged as additional security for all

sums secured by this Shourity Instrument.

If the Funds held by Londor exceed the amounts permitted to be held by applicable law, Lendor shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay the Esc ow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Londor's sole discretion.

Upon payment in full of all suchs secured by this Security Instrument, Lender shall premptly refund to Borrower any Funds held by Londer. If, under paragraph 21, Londer shall acquire or sell the Property, Londer, prior to the acquisition or sale of the Property, shall apply any Funds hold by Londor at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unice applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest

due; fourth, to principal due; and last, to any attacharges due under the Note.

4. Charges; Liens. Borrower shall pay all laxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and basehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments

directly. Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has privity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a me, our acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactor, to Lender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lief or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lander requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the

Property in accordance with paragraph 7,

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly (1/10 to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of

loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessoled. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandon, the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not a tend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or Impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest, Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence, if this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease, If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Londer agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' tees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so,

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20. Hazardous Substances. For ower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrows shall promptly give Londer written notice of any inventigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower leaves, or is notified by any governmental or regulatory authority, that any removal or other remodalished of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remodal actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws of the paragraph or the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS, Borrower and Londer further covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option rias require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remediate provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Horrover, Borrover shall put, any recordation costs.

23, Walver of Homestead, Borrowc/ walves all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by florrower and recorded together with this Security Instrument, the coverants and agreements of each such rider whall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

| (Check applicable box(es)) | | • |
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| Adjustable flate Rider | Cendominium Bider | 1.4 Family Ridor |
| Graduated Payment Histor | Plunnar, Unit Development Ridar | Hiwaokiy Paymont Ridor |
| Balloon Rider | Rate Impreven ant Rider | Second Home Rider |
| Other(s) (specify) | 0, | |
| BY SIGNING BELOW, Barrower near rider(s) executed by Borrower and recorder | | ontained in this Security Instrument and in any |
| Witnesses: | ODED GARGIR | -Borrowor |
| | SUZETTE VORTOUN D. | RUSTI-CALCER BOTTOWER |
| | (Space Scient This Line for Asknowledgment) | |
| State of ILLINOIS |) | Co |
| County LAKE | SS: | • |
| | D. RUSH-GARGIR HUSBAND AND WI | |
| before me and is (are) known or proved to have executed same, and acknowledged s | | d of the contents of the foregoing instrument, f free and voluntary act and deed and that |
| THEY executed said (he, she, they) | t instrument for the purposes and uses therein | set forth. |
| Witness my hand and official seal this | 28TH day of JANUARY | . 1994 |
| My Commision Expires: 3 119 1011CIAL KAREN S. | | Notan Public (Soal) |
| This instrument was propared by: PHIMMERETURN TO: FIRST OF AMERICANN 115 E. WASHINGTON, ATTN: HOMEL!GHT CE | HIGHT CENTRAL CLOSING CANANAMENT OF BLOOMINGTON, IL 6170 | MAR |
| THE MORTGAGEE CERTIFIES THAT TH | | MENT IS THE FORM CURRENTLY IN USE. |
| | | Vi. Likare F |

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